

THIS AGREEMENT, made this 7th day
of June, 1967, by
and between the STATE OF ARIZONA,
acting by and through its STATE
HIGHWAY ENGINEER, thereunto duly
authorized, hereinafter designated
STATE, and the CITY OF PRESCOTT,
acting by and through its MAYOR,
thereunto duly authorized, herein-
after designated CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in the City of Prescott. These improvements shall include but not be limited to, the installation, relocation, modification and maintenance of traffic signals and/or highway lighting at the following intersections: US 89 and Goodwin Street, US 89 and Cortez Street and US 89 and Marina Street, and

WHEREAS, the parties hereto for their mutual benefit desire to co-operate in the installation, relocation, modification, operation and maintenance of the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with, and set out in writing their understandings and agreements pursuant to which the said improvements shall be made, and subsequently operated, maintained and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To provide and set aside sufficient funds to defray the costs of relocation, modification, installation, operation and maintenance of said improvements on the State Highway System within the City.

2. In the event of any future construction projects involving the above-referenced intersections the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment and such plans shall be submitted to the State for approval. All costs of this work shall be at the City's expense.

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3. That any proposed modifications of traffic signals and/or highway lighting locations on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To pick up at the Highway Department yard, Prescott, and to deliver to the site of the work all electrical materials, traffic signal equipment and other apparatus as necessary for the installation of said improvements.

5. To install in a good workmanlike manner, and in accordance with the State Highway Department Traffic Signal and Highway Lighting Systems Standard Drawings, 1964 Edition, General Specifications for Traffic Signal and Highway Lighting Systems, 1964 Edition, and Traffic Control Manual for Construction and Maintenance, incorporated herein by reference, and designated Project No. F-025-1-904, which plans are made a part hereof and incorporated by reference, all the electrical materials and apparatus necessary for completing the improvements as per mentioned plans at the aforementioned location(s). Work shall include, but not be limited to, all necessary excavation, backfill, pavement and sidewalk replacement as necessary, and painting of all equipment as required and as specified in the above publications.

6. To return all unused materials to the Highway Department yard, Prescott, upon completion of the work.

7. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the City.

8. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions to be State furnished.

9. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s). Various items of maintenance shall include, but not be limited to the following:

- (a) Furnish electrical energy.
- (b) Replace lamps semi-annually or as required by burn-out with approved long-life traffic signal lamps. Lamps to be furnished by the City.
- (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
- (d) Signal heads, brackets, poles, posts, control boxes, housings and conduits above ground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint to be furnished by the City.
- (e) The signal heads shall be focused as required.
- (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.

10. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants herein contained, and the faithful performance thereof, the State agrees:

1. To furnish all materials, traffic signal equipment, and other apparatus as necessary for said improvements.
2. To provide inspection during installation and engineering consultation as may be required during installation and subsequent maintenance of the signal system.

3. In future construction projects involving locations on the State Highway System within the City, the project plans shall include all details for the relocation and/or modification of any or all signal and/or illumination equipment, and such plans shall be submitted to the City for its approval. All costs of such work shall be at the State's expense.

4. To furnish replacement for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

5. To operate and maintain the traffic control apparatus unless the State requests the City to assume this responsibility and the City by written notice concurs.

ARTICLE III

IN CONSIDERATION of these premises it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City in the installation, relocation, modification and/or maintenance of the signals, and the work incidental thereto, shall save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the State, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation, and reasonable attorneys' fees. When any of the above cost, damage, or other damage occurs as aforesaid, the City assumes the burden of proof that the above activity, condition or event, did not cause such cost, damage or other damage.

ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 26 day of June, 1967.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

A. L. Chadwick
A. L. CHADWICK 7/16/67
Deputy State Engineer

Attest:

Archie H. Bess
City Clerk

CITY OF PRESCOTT

BY:

W. J. Smith
Mayor

APPROVED AS TO FORM

Alvin R. Riden
Assistant Attorney General
Attorney for Arizona Highway
Department

